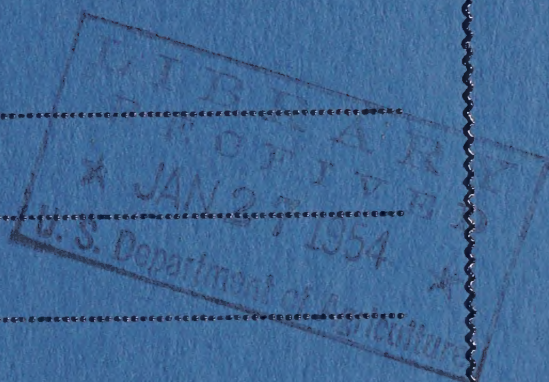


62.09

# CONTRACT



## CROP 1954

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# PIETERS-WHEELER SEED COMPANY

GILROY, CALIFORNIA

WHOLESALE GROWERS  
of  
HIGH QUALITY  
GARDEN SEEDS

OTHER GROWING STATIONS  
Central California — Caldwell, Idaho

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The Mark

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of Quality

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# Vegetable Seeds of Quality

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EACH YEAR, it is growing more apparent that the production of vegetables is *becoming highly specialized* and is fast getting into the hands of Truckers and Market gardeners whose livelihoods depend largely on the quality of their product, and who demand from their seedsman *True Types of Highest Merit*. We have anticipated this growing demand for *Select Strains of Carrot, Lettuce, Onion, Etc., Etc.*, and have for the past several years devoted a considerable acreage to *Selection and Breeding* work. We are offering in this list stocks *Carefully Bred, Critically Rogued, Cleaned and prepared with all possible care to prevent any mixtures*. We believe that there are no better stocks obtainable and that you may depend upon them to give satisfaction to your most critical trade. Seed of doubtful quality may be purchased cheaper, but why take chances?

*Quality Will Pay in the Long Run*

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*We Respectfully Solicit  
Your Business*

**PIETERS-WHEELER  
SEED COMPANY**

For Terms and Conditions of Sale  
Please See Page 9

Lbs.	VARIETY	Per Lb. Price
	<b>BEET</b>	
	Crosby's Egyptian	
	Detroit Dark Red, Short Top	
	Early Blood Turnip	
	Early Wonder	
	Early Wonder Green Top	
	Extra Early Flat Egyptian	
	Perfected Detroit	
	Good For All	
	Green Top Bunching	
	Winter Keeper	
	Mangel and Swiss Chard	See Page 8
	<b>CELERY</b>	
	Golden Self Blanching (Dwarf Type)	
	White Plume	
	Giant Pascal	
	Golden Plume	
	Summer Pascal (Waltham Strain)	
	Utah Pascal No. 15	
	Utah Pascal No. 10B	
	Celeriac Giant Prague	
	<b>ENDIVE</b>	
	Broad Batavian, Full Hearted	
	Green Curled	
	Green Curled Red Ribbed	
	Green Curled Pancalier	
	Green Curled Ruffec	

Miscellaneous—Please See Page 8

For Terms and Conditions of Sale  
Please See Page 9



Lbs.	VARIETY	Per Lb. Price
<b>CARROT</b>		
.....	Amsterdam Forcing .....	
.....	Chantenay .....	
.....	Chantenay Long Type .....	
.....	Chantenay Red Cored .....	
.....	Danver's Half Long .....	
.....	Danver's H. L. Red Cored .....	
.....	Early Scarlet Horn .....	
.....	French Forcing .....	
.....	Gold Spike (Short Top) .....	
.....	Hutchinson (Waltham Strain) .....	
.....	Imperator .....	
.....	Imperida (Short Top) .....	
.....	Imperator Long Strain .....	
.....	Imp. Short White .....	
.....	Long Orange Improved .....	
.....	Morse's Bunching .....	
.....	Nantes, Coreless .....	
.....	Oxheart .....	
.....	Orange or Yellow Belgian .....	
.....	Streamliner .....	
.....	Supreme Half Long .....	
.....	St. Valery .....	
.....	Tendersweet .....	
.....	Touchon .....	
.....	White Belgian .....	
.....	White Mastodon .....	

Miscellaneous—Please See Page 8

For Terms and Conditions of Sale  
Please See Page 9

Lbs.	VARIETY	Per Lb. Price
	<b>LETTUCE</b>	
	All Year Round	
	BIBB	
	Big Boston	
	Black Seeded Simpson	
	Black Seeded Tennisball	
	California Cream Butter	
	Chicken	
	Crisp As Ice	
	Early Curled Simpson	
	Grand Rapids	
	Grand Rapids (Tip Burn Resistant)	
	Grand Rapids (Washington Strain)	
	Hanson	
	Hubbard's Market	
	Iceberg	
	Matchless	
	May King	
	Mignonette	
	New York, P-W Selected	
	New York, P-W, No. 12	
	New York, P-W, 55	
	New York, P-W, 199	

Miscellaneous—Please See Page 8

For Terms and Conditions of Sale  
Please See Page 9



Lbs.	VARIETY	Per Lb. Price
<b>LETTUCE CONTINUED</b>		
	New York, P-W, 515	
	Oak Leaf	
	Paris White Cos	
	Dark Green Cos	
	Trianon Cos	
	Prizehead	
	Salad Bowl	
	Salamander	
	Slobolt	
	Unrivalled	
	Wheeler's Tom Thumb	
	White Boston	
	White Boston Cornell No. 43	
	Cornell No. 456	
	<b>GREAT LAKES</b>	
	Premier Great Lakes	
	Pennlake	
	Imperial 17	
	Imperial 44	
	Imperial 101	
	Imperial 152	
	Imperial 615	
	Imperial 847	
	Imperial D	
	Progress	
<b>MUSTARD</b>		
	Fordhook	
	Southern Giant Curled L. S.	
	Florida Broad Leaf	

Miscellaneous—Please See Page 8

For Terms and Conditions of Sale  
Please See Page 9

Lbs.	VARIETY	Price Per Lb.
	<b>ONION</b>	
	Australian Brown	
	Brigham Yellow Globe	
	Early Yellow Globe	
	Ebenezer	
	Golden Globe	
	Iowa No. 44	
	Large Red Wethersfield	
	Yellow Sweet Spanish (Utah Strain)	
	Yellow Sweet Spanish (P-W, No. 28)	
	Oregon Yellow Globe	
	Southport Red Globe	
	Southport Yellow Globe	
	Southport White Globe	
	<b>WHITE EBENEZER</b>	
	White Portugal	
	White Sweet Spanish	
	White Spanish—Jumbo	
	Yellow Globe Danvers	
	Yellow Sweet Spanish	
	<b>PARSNIP</b>	
	All America	
	Harris Model	
	Hollow Crowned	
	Improved Guernsey	

Miscellaneous—Please See Page 8

For Terms and Conditions of Sale  
Please See Page 9



Lbs.	VARIETY	Per Lb. Price
	<b>PARSLEY</b>	
	Double Curled	
	Hamburg Rooted	
	Moss Curled	
	Perfection	
	Plain	
	Triple Curled	
	<b>RADISH</b>	
	Cavalier	
	Cal. Mammoth White	
	Chinese White or Celestial	
	China Rose Winter	
	Crimson Giant	
	Early Scarlet Globe	
	French Breakfast	
	Icicle	
	Long Black Spanish	
	Long Scarlet, Short Top	
	Sparkler, Bright Scarlet Half White Tipped	
	White Tipped Scarlet Turnip	

Miscellaneous—Please See Page 8

For Terms and Conditions of Sale  
Please See Page 9

Lbs.	VARIETY	Per Lb. Price
	<b>MISCELLANEOUS</b>	
	<b>DILL</b>	
.....	Long Island Mammoth .....	
	<b>LEEK</b>	
.....	American Flag .....	
	<b>MANGEL</b>	
.....	Mammoth Long Red .....	
	<b>SALSIFY</b>	
.....	Mammoth Sandwich Island .....	
	<b>SWISS CHARD</b>	
.....	Common Green or Spinach Beet .....	
.....	Dark Green Large Ribbed .....	
.....	Fordhook Giant .....	
.....	Lucullus .....	
.....	Large White Ribbed Smooth Leaf .....	
	<b>RUTABAGA</b>	
.....	American Purple Top .....	
	<b>TURNIP</b>	
.....	Purple Top White Globe .....	
	<b>SWEET PEAS</b>	
.....	Supreme Spencer Mixed .....	

For Terms and Conditions of Sale  
Please See Page 9



## **TERMS:**

Our terms to firms of approved credit are 60 days Net Acceptance, or 1½ per cent Discount for cash inside of 30 days from date of invoice, F.O.B. growing station. Bags at Market Value not returnable.

## **CONDITIONS OF SALE:**

We will continue to book contracts only as long as we have sufficient acreage, under normal conditions, to produce quantities sold. All sales subject to confirmation.

## **ALL SALES MADE SUBJECT TO CUSTOMARY DISCLAIMER OF THE SEED TRADE**

We warrant to the extent of the purchase price that seeds we sell are as described on the container within recognized tolerances. We give no other warranty, express or implied.

## **CORRESPONDENCE SOLICITED**



## **Pieters-Wheeler Seed Company**

**(Incorporated)**

**GILROY, CALIFORNIA**

Cable Address:  
Wheeler, Gilroy.

Codes: Am Seed  
A.B.C.—5th Edition

# **This Agreement**

**MADE IN DUPLICATE**

on .....

by and between

**Pieters-Wheeler Seed Company**

a corporation, of Gilroy, California,  
hereinafter called the Seller.

and .....

of .....

hereinafter called the Purchaser

## **WITNESSETH**

1. Seller agrees to sell and deliver and purchaser agrees to accept and pay for the varieties of seeds in the amounts, at the prices set forth in attached pages, and subject to the terms and conditions herein provided.

2. Seller agrees to plant, or cause to be planted during the season of ..... an acreage of land which will produce, under normal conditions, an amount of seed of the varieties herein named which will be sufficient to enable the seller to deliver the quantities of the seeds herein contracted for; and the seller agrees to deliver as soon as possible after harvested, such seeds in good merchantable condition as herein defined. F.O.B. growing station, containers extra at market value, and not returnable. The terms "in good merchantable conditions" is defined as seeds properly cleaned for seeding purposes, approximately free from foreign seeds distinguishable by their appearance and of a germination equal to the fair average germination of the crop of the current year.

3. In case of partial or total failure of any or all crops planted, or caused to be planted by the seller for the purpose of producing the variety of seeds herein named, or, in case of damage to, or destruction of seller's seed stocks before planting, or to the products of such plantings, or to any seed through fire, accident, or other casualty beyond seller's control, the seller shall be obliged to deliver, if at all, proportional quantities only, and, in any event, the seller shall have the right to reserve an amount of seed equal to that used in said planting.

4. Purchaser shall make payment for seeds delivered, by a trade acceptance due and payable net 60 days from date of shipment, or by cash in U. S. funds, within 30 days from date of shipment, less a discount of  $1\frac{1}{2}\%$ . Purchaser shall pay interest at the rate of 6% per annum on any overdue payments of purchase price.



If, at any time the financial condition of the purchaser becomes unsatisfactory to the seller, the purchaser agrees, upon receipt of written notice to that effect, and upon demand of the seller, to pay for the seed in advance of shipment, less a cash discount of 1½ %, and if such payment is not made within ten (10) days from receipt of such demand for payment, this agreement shall thereupon be deemed to be breached by the purchaser.

5. Except as herein otherwise expressly provided, the seller warrants to the extent of the purchase price that seeds sold are as described on the container within recognized tolerances. We give no other warranty, express or implied.

6. Purchaser's claims for shortage of deliveries must be made to seller immediately on receipt of shipment and all germination tests must be made and reported in writing (including telegram) by purchaser to seller within 15 days after receipt of shipment.

7. If the production of the within mentioned goods be prevented by any condition existing from a state of war, strike, or by any act of God, seller shall not be liable therefor. Or, if the cost of producing, processing or merchandising the within mentioned goods be increased directly or indirectly, from any of the above mentioned causes or by any act of government controlled prices, such increase shall be paid by the purchaser to the seller. If the parties cannot agree on the amount of said increase that question shall be arbitrated as set out in Paragraph No. 8 of our contract conditions.

8. If the cost of producing, processing or merchandising the within mentioned seed is increased by seller's payment of sales taxes or by his compliance with Federal or State Laws or Regulations enacted or promulgated subsequent to the date of this contract such increase shall be paid by the purchaser to the seller; and if the parties cannot agree on the amount of said increase, that question shall be submitted to the Arbitration Committee of the American Seed Trade Association for arbitration and award, which award will be made forthwith by the purchaser.

In Witness Whereof, the parties have hereunto set thier hands on the day and year first above written.

PIETERS-WHEELER SEED COMPANY

The Seller

By .....

Buyer .....

By .....

The Purchaser

## Special Instructions

1. The first part of the test is a multiple-choice section. You will have 30 minutes to complete this section. Please read each question carefully and select the best answer.

2. The second part of the test is a short-answer section. You will have 45 minutes to complete this section. Please write your answers clearly and concisely.

3. The third part of the test is an essay section. You will have 60 minutes to complete this section. Please write your essays clearly and concisely.

4. The fourth part of the test is a problem-solving section. You will have 45 minutes to complete this section. Please show your work clearly and concisely.

5. The fifth part of the test is a reading comprehension section. You will have 30 minutes to complete this section. Please read each passage carefully and answer the questions.

6. The sixth part of the test is a writing section. You will have 45 minutes to complete this section. Please write your essays clearly and concisely.

7. The seventh part of the test is a math section. You will have 45 minutes to complete this section. Please show your work clearly and concisely.

8. The eighth part of the test is a science section. You will have 45 minutes to complete this section. Please show your work clearly and concisely.

9. The ninth part of the test is a social studies section. You will have 45 minutes to complete this section. Please show your work clearly and concisely.

10. The tenth part of the test is a language section. You will have 45 minutes to complete this section. Please show your work clearly and concisely.



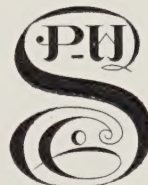
# PIETERS-WHEELER SEED COMPANY

## GROWERS OF HIGH GRADE SEEDS

CARROT PARSLEY ENDIVE

TURNIP MANGEL BEET

ONION SWISS CHARD



PARSNIP LETTUCE RADISH

DILL SALSIFY CELERY

RUTABAGA MUSTARD

J. B. SCHERRER  
PRESIDENT

J. W. SCHERRER  
SECRETARY

CABLE ADDRESS  
WHEELER GILROY  
CODES  
AM. SEED TRADE  
A. B. C. 5TH EDITION

LIBRARY, U.S. DEPT. OF AGRICULTURE  
WASHINGTON, D.C.

GILROY, CALIFORNIA  
January 22, 1954

Gentlemen:

"We give no warranty, expressed or implied, as to the productiveness of any seeds we sell and we will not be in any way responsible for the crop. Our liability in all instances is limited to the purchase price of the seed."

Your letter of January 18th received.

As we sell only to seed companies and stores in bulk we do not have a catalogue. However, we enclose a copy of our 1954 Contract which we send to our customers every year.

Very truly yours,

PIETERS-WHEELER SEED COMPANY

BY









# SEED GROWING CONTRACT

CROP 1954

Pieters-Wheeler Seed  
Company  
of GILROY, CALIFORNIA

## SHIPPING INSTRUCTIONS

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